IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
Writ Petition No.5518 of 2006

Bank Employees Union — Petitioner
Vs.
Pune District Central Co-op. Bank Ltd. & anr. — Respondents

Mr.P.M.Huddar with Mr.M.S.Kumthekar for petitioner.
Mr.Ashok Gupte with Mr.K.S.Bapat for Resp.No.1.
Mr.J.B.Attar for Resp.No.2.

CORAM: B.H.MARLAPALLE,J.
August 23, 2006.

P.C.

1. Heard Mr Huddar, the learned counsel for the petitioner - Union i.e. the Bank Employees Union and Mr.Gupte, the learned counsel for the Respondent No.1 - Bank. The respondent-Bank has about 14 talukas under its area of operation in Pune District and thus there are in all 14 local areas. Seven local areas are with the petitioner - Union which is registered as the representative Union whereas the remaining seven talukas are with the Bank Karmachari Sangh which is a registered Union for the said areas under the B.I.R. Act, 1946. It appears that the last settlement expired on 31st December 2002 and, therefore, the demands for revision of wages and other service conditions raised by both the Unions were referred to the Wage Board and as the Wage Board could not adjudicate upon the demands, the Government

of Maharashtra at the behest of the Respondent - Bank referred the demands for adjudication to the Industrial Court at Pune on or about 13th April 2006 and the said References are registered as Reference (IC) Nos.1 to 14 of 2006.

2. On 26th April 2006 the respondent - Bank moved an application before the Industrial Court contending that the Bank had carried out negotiations with both the Unions and a draft settlement was also forwarded to the Unions. Though the Unions agreed on the terms and conditions set out in the draft settlement, on the point of donations / levy to the Unions there was a dispute but majority of the employees of the Bank are in favour of accepting the rise as set out in the draft settlement. The petitioner - Union filed an application on 8/6/2006 and prayed to reject the application of the Bank and to grant interim relief as per the application dated 8/11/2004. It further submitted that in any case the reference could not be disposed off on the basis of the draft settlement.

3. The Industrial Court heard the respective parties and also noted that there were joint negotiations between the parties and these

negotiations culminated in a draft of the proposed settlement. The learned Member also noted that the petitioner - Union had no objection to pass award in terms of the said draft of the agreement and except the terms set out in clause nos.10 to 13, all other terms in the said draft settlement were acceptable to them. Keeping in mind the total rise proposed in the draft settlement the learned Member of the Industrial Court passed the impugned award dated 31/7/2006 and 1/8/2006 and the operative part of the award reads as under:

> "1. A wage rise of average of Rs.500/- p.m. as fixed D.A. and Rs.25/- p.m. as H.R.A. and Rs.60/- p.m. contribution towards Provident Fund to each and every employee is awarded for the period from 01.01.2003 to 31.12.2005 and the bank shall pay the same to the employees accordingly.
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> 2. Draft of an agreement excluding para 10 to 13 thereof (on the point of issue of levy/donation) which is produced at Sr.No.4 of Exh.UA-8 in Reference (IC) No.1/2006 shall form part and parcel of interim award.

3. The bank shall deposit 10% of levy/donation out of the arrears to be paid to the employees, in the Court.

4. Levy/donation deposited in the Court would be invested in F.D.R.

5. Decision regarding disbursement of such levy/donation amount deposited in the Court will be taken at the time of final hearing of the matter and at the time of passing the final award.

6. Interim award be prepared accordingly.

7. Original interim award by maintained in Reference (IC) No.1/2006 and copy be kept in Reference (IC) No.4 to 10/2006."

4. Mr.Huddar, the learned counsel for the petitioner - Union submitted that the impugned award cannot decide the pending references finally and the application submitted by the Bank was required to be rejected. It is required to be noted that, though

the Bank had submitted an application for passing an award on the pending demands in terms of the draft settlement, the learned Member of the Industrial Court has not done so and he has clearly stated that the impugned award is a common interim award which will be effective from 1/1/2003 and extend to the period upto 31/12/2005. Mr.Gupte, the learned counsel for the respondent - Bank has referred to the affidavit-in-reply filed today by the said Bank and submitted that the Bank Karmachari Sangh has already accepted the interim award and 1011 of its members have not opposed the same whereas the petitioner - Union represents about 492 employees and most of them i.e. about 472 of them have submitted affidavits to the Bank stating that they are in agreement with the award passed by the Industrial Court. It is also noted that on the contentious issue of donation / levy the Industrial Court has directed the amount to be deducted and deposited in the said Court so that the issue of its disbursement is decided while passing the final award.

5. Though the impugned interim award has been passed at the instance of the Respondent - Bank, the learned Member of the Industrial Court has considered

the circumstances under which the Bank submitted the application and more particularly the draft agreement which was admitted to be an outcome of a series of negotiations between both the Unions and the Bank and, therefore, rather than passing a final award, an interim award has been passed keeping in mind the interest of the employees and more particularly for the period from 1/1/2003 to 31/12/2005. This award is not in any case a final adjudication of the demands submitted by both the Unions and which are the subject matter of adjudication before the Industrial Court. The interim award is an equitable arrangement made by the Court below and it does not call for any interference in this petition. The Industrial Court cannot be said to have committed any error apparent on the face of the record or the award cannot be termed as perverse or unjust.

6. Hence the petition is rejected summarily and the final adjudication of the pending References is hereby expedited.

(B.H.MARLAPALLE,J.)